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T.R.A. DOCKET ROOM

Guy M. Hicks
General Counsel
615 214 6301
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June 18, 2004

VIA HAND DELIVERY

Hon. Deborah Taylor Tate
Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37238

Re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc and Momentum Business Solutions, Inc Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*
Docket No 04-00178

Dear Chairman Tate.

Momentum Business Solutions, Inc ("Momentum") and BellSouth Telecommunications, Inc are hereby submitting to the Tennessee Regulatory Authority ("TRA") the original and fourteen copies of the attached Petition for Approval of the Amendment to the Interconnection Agreement dated June 12, 2002. The Amendment adds a provision and rates for Melded Tandem Switching to the Agreement

Thank you for your attention to this matter

Sincerely yours,

Guy M. Hicks

GMH/jej

Enclosure

cc Alan Creighton, Momentum Business Solutions, Inc.

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc and Momentum Business Solutions, Inc Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. _____

**PETITION FOR APPROVAL OF THE
AMENDMENT TO THE INTERCONNECTION AGREEMENT
NEGOTIATED BETWEEN BELLSOUTH TELECOMMUNICATIONS, INC.
AND MOMENTUM BUSINESS SOLUTIONS, INC.
PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996**

COME NOW, Momentum Business Solutions, Inc. ("Momentum") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendment to the Interconnection Agreement dated June 12, 2002 (the "Amendment") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act") In support of their request, Momentum and BellSouth state the following:

1. Momentum and BellSouth have successfully negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to Momentum. The Interconnection Agreement was approved by the Tennessee Regulatory Authority ("TRA") by Order dated August 29, 2002.
2. The parties have recently negotiated an Amendment to the Agreement which adds a provision and rates for Melded Tandem Switching to the Agreement. A copy of the Amendment is attached hereto and incorporated herein by reference.
3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, Momentum and BellSouth are submitting their Amendment to the TRA for its consideration and approval. The Amendment provides that either or both of the parties is authorized to submit this Amendment to the TRA for approval
4. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Amendment between BellSouth and Momentum within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.
5. Momentum and BellSouth aver that the Amendment is consistent with the standards for approval.
6. Pursuant to Section 252(i) of the Act, BellSouth shall make the Agreement available upon the same terms and conditions contained therein.

3 Pursuant to Section 252(e) of the Telecommunications Act of 1996,
Momentum and BellSouth are submitting their Amendment to the TRA for its
consideration and approval. The Amendment provides that either or both of the parties is
authorized to submit this Amendment to the TRA for approval.

4 In accordance with Section 252(e) of the Act, the TRA is charged with
approving or rejecting the negotiated Amendment between BellSouth and Momentum
within 90 days of its submission. The Act provides that the TRA may only reject such an
agreement if it finds that the agreement or any portion of the agreement discriminates
against a telecommunications carrier not a party to the agreement or the implementation
of the agreement or any portion of the agreement is not consistent with the public interest,
convenience and necessity.

5 Momentum and BellSouth aver that the Amendment is consistent with the
standards for approval.

6 Pursuant to Section 252(i) of the Act, BellSouth shall make the
Agreement available upon the same terms and conditions contained therein.

Momentum and BellSouth respectfully request that the TRA approve the
Amendment negotiated between the parties.

This 18 day of June, 2004

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC

By

Guy M. Hicks

333 Commerce Street, Suite 2101

Nashville, Tennessee 37201-3300

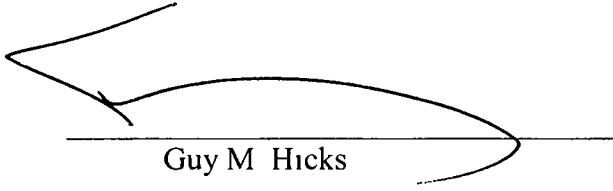
(615) 214-6301

Attorney for BellSouth

CERTIFICATE OF SERVICE

I, Guy M Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Amendment to the Interconnection Agreement on the following via United States Mail on the 10 day of July, 2004

Alan Creighton
Momentum Business Solutions, Inc
2090 Columbianna Rd , Ste 3000
Birmingham, Alabama 35216



Guy M Hicks

**Amendment to the Agreement
Between
Momentum Business Solutions, Inc.
and
BellSouth Telecommunications, Inc
Dated June 12, 2002**

Pursuant to this Amendment, (the "Amendment"), Momentum Business Solutions, Inc (Momentum), and BellSouth Telecommunications, Inc ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated June 12, 2002, ("Agreement") to be effective thirty (30) calendar days after the date of the last signature executing the Amendment

WHEREAS, BellSouth and Momentum entered into the Agreement on June 12, 2002, and,

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows

- 1 The parties agree to add the following provision to Attachment 2, Section 4.3 and the associated rates as set forth in Exhibit 1 of this Amendment, attached hereto and incorporated herein by this reference

4.3.1.1 Where Momentum utilizes portions of the BellSouth network in originating or terminating traffic, the Tandem Switching rates are applied in call scenarios where the Tandem Switching Network Element has been utilized Because switch recordings cannot accurately indicate on a per call basis when the Tandem Switching Network Element has been utilized for an interoffice call originating from a UNE port and terminating to a BellSouth, Independent Company or Facility-Based CLEC office, BellSouth has developed, based upon call studies, a melded rate that takes into account the average percentage of calls that utilize Tandem Switching in these scenarios BellSouth shall apply the melded Tandem Switching rate for every call in these scenarios BellSouth shall utilize the melded Tandem Switching Rate until BellSouth has the capability to measure actual Tandem Switch usage in each call scenario specifically mentioned above, at which point the rate for the actual Tandem Switch usage shall apply The UNE Call Flows set forth on BellSouth's website, as amended from time to time and incorporated herein by this reference, illustrate when the full or melded Tandem Switching rates apply for specific scenarios

- 2 All of the other provisions of the Agreement, dated June 12, 2002, shall remain in full force and effect
- 3 Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996

Signature Page

IN WITNE :S WHEREOF, the Parties have executed this Agreement the day and year
written below

BellSouth Telecommunications, Inc

By

Name

Title

Date

Momentum Business Solutions, Inc.

By

Name

Title

Date



Kristen E Rose
Kristen E Rose
Director
05/10/04

Alan L Creighton
Alan L Creighton
President + CEO
5/5/04

TRO BS I Amendment Version 1

[CCCS Amendment 2 of 11]

[CCCS Amendment 2 of 11]

UNBUNDLED NETWORK ELEMENTS - Alabama										Attachment 2		Exhibit A						
CATEGORY	RATE ELEMENTS		Inten n	BCS	USOC	RATES (\$)		Svc Order Submitted Manually per LSR	Svc Order Manually per LSR	Incremental Charge - Manual Svc Order vs Electronic 1st	Incremental Charge - Manual Svc Order vs Electronic Add I	Incremental Charge - Manual Svc Order vs Electronic Disc Add I						
	Rec	OSS	Nonrecurring	Disconnect	First	Add I	First											
The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones To view Geographically Deaveraged UNE Zones refer to Internet Website http://www.interconnection.bellsouth.com/become-a-cleic/html/interconnection.htm																		
OPERATIONAL SUPPORT SYSTEMS (OSS) "REGIONAL RATES"																		
NOTE (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges CLEC may elect either the state specific Commission ordered rates for the service ordering charges or CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in each of the 9 states.																		
NOTE (2) Any element that can be ordered electronically will be billed according to the SOMEC rate listed in this category. Please refer to BellSouth's Local Ordering Handbook (LOH) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the LOH the listed SOMEC rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise the manual ordering charge SOMAN will be applied to a CLEC's bill when it submits an LSR to BellSouth																		
UNBUNDLED LOCAL SWITCHING PORT USAGE																		
Tandem Switching (Port Usage) (Local or Access, Tandem)																		
Tandem Switching Function Per MOU (Melded)																		
Tandem Trunk Port Shared Per MOU (Melded)																		
Melded Factor .43-.15% of the Tandem Rate																		
Common Transport Facilities Termination Per MOU																		

UNBUNDLED NETWORK ELEMENTS - Kentucky

Version 3Q03 11/12/2003

UNBUNDLED NETWORK ELEMENTS - Louisiana										Attachment 2		Exhibit A						
CATEGORY	RATE ELEMENTS			Interim Zone	BCS	USOC	RATES (\$)			Svc Order Submitted Manually per LSR	Svc Order Submitted Electronically	Incremental Charge Manual Svc Order vs Electronic	Incremental Charge Manual Svc Order vs Electronic					
	Rec	First	Add I				Nonrecurring	Nonrecurring Disconnect	1st			Add I	Disc Add I					
The "Zone" shown in the sections for stand-alone loops or loops as part of a communication refers to Geographically Deaveraged UNE Zones To view Geographically Deaveraged UNE Zones refer to Internet Website http://www.interconnection.bellsouth.com/become_a_clecf/unil/interconnection.htm																		
OPERATIONAL SUPPORT SYSTEMS (OSS) "REGIONAL RATES" NOTE (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges CLEC may elect either the state specific Commission ordered rates for the service ordering charges or CLEC may elect the regional service ordering charge however CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in each of the 9 states.																		
NOTE (2) Any element that can be ordered electronically will be billed according to the SOMEC rate listed in this category. Please refer to BellSouth's Local Ordering Handbook (LOH) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the LOH the listed SOMEC rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise the manual ordering charge SOMAN will be applied to a CLECs bill when it submits an LSR to BellSouth																		
UNBUNDLED LOCAL SWITCHING PORT USAGE																		
Tandem Switching (Port Usage) (Local or Access Tandem) Tandem Switching Function Per MOU (Melded) Tandem Trunk Port Shared Per MOU (Melded) Melded Factor: 33.08% of the Tandem Rate																		
0.00005296 0.000073438																		

NOTE (1) CLEC should contact its contract negotiator if it prefers the "state specific" OS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges CLE

NOTE 121 Any element that can be referred electrostatically will be held according to the SOWES mode listed in this category. **For those elements refer to Ballistic's own Guidance Handbook II (GHI) to determine if a product can be ordered electronically.**

UNBUNDLED LOCAL SWITCHING PORT USAGE			
Tandem Switching (Port Usage) (Local or Access Tandem)	Tandem Switching Function Per MOU (Needed)	Melded Factor	0.000063441
Tandem Trunk Port Shared Per MOU (Melded)			0.000067307
36.82% of the Tandem Rate			

UNBUNDLED NETWORK ELEMENTS - North Carolina										Attachment 2		Exhibit A					
CATEGORY	RATE ELEMENTS			BCS	USOC	RATES (\$)			Svc Order Submitted Manually per LSR	Svc Order Submitted Elec per LSR	Incremental Charge - Manual Svc Order vs Electronic- Disc Add 1						
	Inteli m	Zone	Rec			First	Add I	Nonrecurring Disconnect			First	Add I	OSS Rates (\$)				
OPERATIONAL SUPPORT SYSTEMS (OSS) "REGIONAL RATES"																	
The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Diverged UNE Zones To view Geographically Diverged UNE Zone Designations by Central Office refer to Internet Website http://www.interconnection.bellsouth.com/become_a_clecf/html/interconnection.htm																	
NOTE (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS changes currently contained in this rate exhibit are the BellSouth "regional" service ordering charges CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in each of the 9 states																	
NOTE (2) Any element that can be ordered electronically will be billed according to the SOMECS rate listed in this category Please refer to BellSouth's Local Ordering Handbook (LOH) to determine if a product can be ordered electronically For those elements that cannot be ordered electronically at present per the LOH, the listed SOMECS rate in this category reflects the change that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise the manual ordering charge will be applied to a CLECs bill when it submits an LSR to BellSouth																	
UNBUNDLED LOCAL SWITCHING PORT USAGE																	
Tandem Switching (Port Usage) (Local or Access Tandem)																	
Tandem Switching Function Per MOU (Neidied)																	
Tandem Trunk Port Shared Per MOU (Neidied)																	
Neidied Factor 41.03% of the Tandem Rate																	

UNBUNDLED NETWORK ELEMENTS - Tennessee

CATEGORY	RATE ELEMENTS	Int'l Zone m	BCS	USOC	RATES (\$)		Rec	Nonrecurring First	Nonrecurring Add 1	Nonrecurring Disconnect First	OSS Rates (\$)	SVC ORDER SUBMITTED ELEC MANUALLY PER LSR	SVC ORDER SUBMITTED MANUAL SVC ORDER VS MANUAL SVC ORDER PER LSR	INCREMENTAL CHARGE MANUAL SVC ORDER VS MANUAL SVC ORDER	Attachment 2		EXHIBIT A												
					1st	1st									1st	1st													
The "Zone" shown in the sections for stand alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones To view Geographically Deaveraged UNE Zones refer to Internet Website http://www.interconnection.bellsouth.com/become_a_cle/become_a_cle.html																													
OPERATIONAL SUPPORT SYSTEMS (OSS) REGIONAL RATES																													
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NOTE (3) OSS, Manual Service Order Charge Per Element UNE Only *Please see applicable rate element for SOMAN charge*																													
UNBUNDLED LOCAL SWITCHING PORT USAGE E																													
Tandem Switching Function Per MOU (Melded)																													
Melded Factor 38.90% of the Tandem Rate																													